TUMKUR DISTRICT.

Notification dated 30th August 1929,

It is hereby notified for general information that the exclusive right of colllecting Minor Forest Produce from the date of confirmation of the sale up to 30th June 1930 in the undermentioned localities of Kunigal Taluk of Tumkur District will be sold by public auction by the Deputy Commissioner, Tumkur District or the Assistant Commissioner deputed by him assisted by the District Forest Officer, Tumkur District on the dates and at the places specified below :—

District	Taluk	Locality	Date of sale	Place of sale	Remarks
Tumkur ...	Kunigal ...	1. Kunigal Stud Farm 2. Herur Kaval .. 3. Begur Kaval ...	10—9—1929	Kunigal Travellers' Bungalow.	

Remarks.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set a part for communal purposes:—

1. Hunse. 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seege kayi	Kan cardamom	Childabija
Gum	Nissam buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Hulgal seeds	Neem seeds
Kapilarang	Cinnamon seeds	Cashewnut
Gerubija or marking nut	Vetehulli	Pappilichakke
Wood apple	Bende fibre	Hippe seeds
Lichens	Wild olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (State Forest)	Maklieberu (State Forest)
Hides	Pith	Sogadeberu do
Karikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatra or kanpetre	Iglara
Guricharlu	Jungle safforn	Nili seeds
Wild castor seeds	Patanga	Nux-vomica

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sales, in case the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government right, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in two equal instalments as follows :—

First khist on or before 1st November 1929.
Second do 1st March 1930.

In default to pay the instalments on the due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer

and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 96 and 97 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1930 all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Notification dated 30th August 1929.

SALE OF THE RIGHT OF THE GRAZING OF CATTLE EXCEPT GOATS IN PLANTATIONS.

It is hereby notified for general information that the right of grazing the cattle in the undermentioned plantations of the Tumkur District up to the 15th April 1930 will be sold by the District Forest Officer, Tumkur District or the Range Officer concerned at the places and on the dates mentioned hereunder, subject to the confirmation of the Chief Conservator of Forests in Mysore. The cattle will include only cows, bullocks, buffaloes and sheep and not goats.

Range		Plantation	Area in acres	Distance from the nearest Railway Station	Date and place of sale	Remarks
Tumkur ...	Gubbi	Honnavalli ...	215	2 miles from Gubbi Railway Station.	Gubbi Musafirkhana. 10th September 1929.	
	Tumkur ..	Gollahalli (in Devarayadurga.)	226	8 miles from Tumkur Railway Station	12th September 1929 at Tumkur Range Office.	
		Pandithanahalli...	495	5 Do ...		

N.B.—If the sales are not concluded on the same day they will be continued from the day to day at the same hour. The sale will commence at 2 P.M. on the sale date.

1. The intending bidder shall deposit a sum of Rs. 25 in cash as earnest money before he is permitted to bid, which will be duly returned after the close of the sale in the case of all unsuccessful bidders, while the successful bidder will be required to deposit twenty-five per cent of the purchase money together with local cess at one anna per rupee, educational cess at six pies per rupee and railway cess at three pies per rupee on the full sale amount, less the sum of Rs. 25 already paid and within seven days from the date of intimation of the confirmation of the sale the successful bidder shall pay the balance amount, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser who will not participate however in any gain, but will make good any loss sustained by Government by such resale, the deficit being recoverable from him as an arrear of land revenue under section 79 of the Mysore Forest Regulation. License to enter the plantation for grazing will be issued immediately after the confirmation of the sale and the full payment of the sale amount.

2. Within seven days from the date of intimation of the confirmation of the sale and after the payment of the full amount the purchaser shall furnish towards security deposit a sum equivalent to ten per cent of the sale amount and execute an agreement on a stamped paper of the proper value procured at his own cost, failing which, the amount already paid will be forfeited and the 'bab' resold duly cancelling his contract.

3. The purchaser shall not sub-let or transfer the harvesting without previous sanction of the Chief Conservator of Forests. Where such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly or severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, to graze the cattle and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only graze cattle. No storage of grass will be allowed in them.

5. Grazing in the plantations will be allowed only between sunrise and sunset up to the end of the period stipulated *viz.*, 15th April 1930.

6. The purchaser shall not interfere with any forest operations such as planting, sowing and felling that the department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. That the purchaser shall take every precaution not to cause any damage to the forest growth standing on the leased areas and should any damage be caused wilfully or inadvertently, he shall pay such compensation as the District Forest Officer may determine. The lessee will maintain the fencing and trench and other boundary marks in order.

8. In the event of breach of any of the conditions specified in the sale notification or agreement, the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

In case of mere forfeiture of security deposit amount in part or in full, the difference shall be made good immediately by the purchaser, and if not, the lease will be cancelled and resold forfeiting all the amount paid already.

K. REVANNA,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 28th August 1929.

It is hereby notified for general information that the exclusive right of collecting Tupra Leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations from the date of confirmation of the sale up to the end of June 1932 will be sold talukwar by public auction for three years at the place and date noted below by the Forest Sub-Division Officer, Shikarpur :—

Name of Taluk	Place of sale	Date of sale	Remarks
Sorab ...	Anvatty ...	28th September 1929, Saturday.	The sale will be held for three years from the date of the confirmation order of the sale up to the end of June 1932.

N.B.—(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(*b*) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 50. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall, at the close of the sale, credit into the Taluk Treasury one-fourth sale amount (exclusive of the deposit amount already paid) together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education Cess at six pies per rupee on the entire sale amount. In default of payment the deposit already paid will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by such resale but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as arrears of Land Revenue.

6. If the sale is not confirmed, the amount will be refunded.

7. The accepted bidder shall pay another one-fourth of the sale amount within fifteen days of the intimation of the confirmation of the sale and execute an agreement binding himself to pay the balance of the sale amount before the 15th January 1930 and binding himself to observe the conditions mentioned hereunder. In default, the acceptance of the bid will be revoked, the money already paid forfeited, and the right resold.

Further conditions to be entered in the agreement are.—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer.

(*d*) The lessee, his agent or servants shall render all possible help in preventing the occurrence of fires in forest in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*e*) The lessee shall remove out of the limits of the forests, all produce collected under the terms of the lease before the 30th June 1932.

(*f*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

8. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of revenue.

Notification dated 28th August 1929.

It is hereby informed for general information that the right of collecting and removing the canes in the State Forests of Nagar and Sagar Ranges, subject to the exercise of rights of the villagers, will be sold by the District Forest Officer, Sagar Division, or the Range Officers concerned on the dates specified hereunder :—

Range	Name of Forest	Place and date of sale	Remarks
Nagar ...	Varahi	Yedur, 27th September 1929, Friday.	Up to the end of June 1930.
	Manibyle		
	Kavaledurg		
	Hulikal	Nagar, 25th September 1929, Wednesday.	
	Kilandur		
	Bisi		
	Kodachadri	Lakshmipura, 23rd September 1929, Monday.	
	Chekra		
	Mattikai		
Sagar ...	Govardhangiri	Nagavalli, 23rd September 1929, Monday.	
	Jog	Jog Travellers' Bungalow, 26th September 1929, Thursday.	
	Kargal		
	Bellane		
	Iduvani		

The collection period shall extend till the end of June 1930.

The successful bidder shall immediately after the sale, pay one-fourth of the sale amount together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education Cess at six pies per rupee, on the entire amount of sale. In default, the right will be resold at his risk. If the deficit amount be not paid, it will be recovered as arrears of Land Revenue.

Within fifteen days of the intimation of the confirmation of the sale, the accepted bidder shall pay the balance of the lease amount in full and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder.

The sale is subject to confirmation by the District Forest Officer or the Conservator of Forests as the case may be.

The lessee shall deposit a sum of Rs. 50 for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

Conditions.

(*a*) Canes should be extracted without injuring the roots of the clump. Tender ones should under no circumstances be extracted.

(*b*) At least three shoots in a clump should be left untouched.

(*c*) The lessee or his agents or servants shall not injure any trees or other forest produce while collecting canes.

(*d*) The lessee shall be held responsible for any damaging acts of his agents or servants during the collection of canes.

(*e*) The lessee shall not sublet the contract without permission from the District Forest Officer.

(*f*) Coolies employed by the lessee must take permits from the Range Officer when they enter forests for collection.

(*g*) The produce should be removed from the limits of the forests by the end of June 1930.

(*h*) The lessee shall be held responsible for the occurrence of fire in the forest, if there is sufficient ground for the department to think that it has been caused by his negligence or by the act of his employees.

(*i*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him during the month. His amount will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other Officer deputed by either of them.

In the event of the breach of any of the above conditions the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 50 at the discretion of the District Forest Officer.

Notification dated 28th August 1929.

It is hereby notified for general information that the exclusive right of collecting honge seeds and leaves in the State Forests and other Government unoccupied lands of this Division, up to the end of June 1930, will be sold Hobliwar at the headquarters of each hobli by the respective Range Officers on the dates noted against each:—

Range	Hobli	Place of sale	Date of sale	Officer conducting the sale
Sagar ...	Avinahalli	Avinahalli ..	Saturday, 28th September 1929.	Range Officer, Sagar
	Karur Bharangi	Talaguppa ..	Friday, 27th September 1929.	Do
	Talaguppa Sagar	Sagar	Monday, 30th September 1929.	Do
Karadibetta ..	Ananthapur	Ananthapur ..	Wednesday, 25th September 1929.	Range Officer, Karadibetta
Sorab	Jade	Anvatty ..	Saturday, 28th September 1929.	Ds Scrab
	Anvatty Kuppagadde Chandragutty, Ulvi Sorab	Sorab	Wednesday, 25th September 1929.	Do
	Talagunda	Shiralkoppa ..	26th September 1929.	Do
Shikarpur ..	Hosur	Hosur ..	Wednesday, 25th September 1929.	Range Officer, Shikarpur
	Udagani	Shiralkoppa ..	Saturday, 28th September 1929.	Do
	Shikarpur	Shikarpur ..	Thursday, 26th September 1929.	Do
	Belandur			
Nagar	Nagar	Nagar	Wednesday, 25th September 1929.	Range Officer, Nagar
	Yedur	Yedur	Friday, 27th September 1929.	Do
	Lakshmipura, Kallurkatte and portions of Humcha and Kerehalli Hoblies included in Nagar Range.	Hosanagar ..	Monday, 24th September 1929.	Do

Conditions.

1. The auction sale will commence at 2 P.M., on each day. When in any case the right of collection in any hobli or hoblies is not sold on the date fixed for it, the same will be put up for resale again at the headquarters of the Taluk at the time of selling the right in the kasaba hobli of the Taluk concerned. It will be open to the sale conducting Officer to club together with the kasaba hobli the right of collection in such hoblies of the Taluk as may for any reason have remained unsold.

2. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

3. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who at his discretion may accept or reject the highest or any bid without assigning any reason therefor.

4. The successful bidder shall, at the close of the sale, pay to the sale-conducting Officer or credit to the nearest Government Treasury, the entire sale amount, including the deposit already made, together with local cess at one anna per rupee, railway cess at three pies per rupee and education cess at six pies per rupee. In default, the deposit will be forfeited and the right immediately resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be liable to be recovered as arrears of Land Revenue.

5. If the sale is not confirmed, the amount paid will be returned.

6. The accepted bidder shall pay off the balance of lease amount and execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer, or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forest, all produce collected and sold under the terms of the lease before the end of June 1930.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

7. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of Revenue Demand.

B. MADHAVA RAO,
District Forest Officer.

KOLAR DIVISION.

Notification dated 31st August 1929.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M., of 23rd September 1929, for constructing Barr Lines at Siddlaghatta. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.